

IN THE UNITED STATES DISTRICT COURT
FOR THE WESTERN DISTRICT OF TENNESSEE
EASTERN DIVISION AT JACKSON

WILLIAM GRIFFIN and)
BILLIE GRIFFIN,)
)
Plaintiffs,)
)
vs.)CASE NO.
)1:21-cv-02818-STA-jay
AMERICAN SELECT)
INSURANCE COMPANY d/b/a)
WESTFIELD,)
)
Defendant.)
_____)

DEPOSITION OF:

DOUGLAS HALL

Taken on Behalf of the Plaintiffs

September 30, 2022

BERES & ASSOCIATES COURT REPORTERS
Katherine Gale, CSR, RPR, LCR
P.O. Box 190461
Nashville, Tennessee 37219-0461
(615) 742-2550
katherine@beresandassociates.com

A P P E A R A N C E S

FOR THE PLAINTIFFS:

ALEXANDRIA S. FISHER, ESQ.
Morgan & Morgan
810 Broadway
Suite 105
Nashville, Tennessee 37203
615.251.6502
afisher@forthepeople.com

FOR THE DEFENDANT:

JAMES R. TOMKINS, ESQ.
Smith & Tomkins
25 Century Boulevard
Suite 606
Nashville, Tennessee 37214
615.256.1280
jtomkins@smithtomkins.com

ALSO PRESENT:

WILLIAM GRIFFIN

I N D E X

WITNESS: DOUGLAS HALL

Examination

By Ms. Fisher.....05

E X H I B I T
I N D E X

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1 The deposition of DOUGLAS HALL, taken
2 on behalf of the Plaintiff, on Friday, the 30th
3 day of September, 2022, at 1:03 P.M., via
4 videoconference, for all purposes under the
5 Federal Rules of Civil Procedure.

6 The formalities as to notice, caption,
7 certificate, et cetera, are expressly waived. All
8 objections, except as to the form of the
9 questions, are reserved to the trial.

10 The signature of the witness was not
11 discussed.

12 * * * * *

1 DOUGLAS HALL

2 was called as a witness, and after having been
3 first duly sworn, testified as follows:

4 EXAMINATION

5 BY MS. FISHER:

6 Q Hi, Mr. Hall. My name is Alex Fisher; I'm
7 an attorney at Morgan & Morgan. I represent
8 William & Billie Griffin in this case.

9 How are you?

10 A I'm good. Thank you.

11 Q I'm going to ask you some questions today
12 about the topics listed in Plaintiff's Notice of
13 Deposition for a corporate representative.

14 Would you prefer that I refer to your
15 company as Westfield or as American Select? Or
16 are you fine with either?

17 A I would prefer American Select, but I'll
18 understand your reference if you refer to
19 Westfield.

20 Q All right. Well, I'll try to keep it
21 consistent today.

22 I'm sure you know the normal ground
23 rules, but answer all the questions verbally
24 rather than shaking your head. We'll try to do
25 our best to make life a little bit easier for

1 Ms. Gale this afternoon and not talk over each
2 other. So when I'm done asking a question, if you
3 could just wait a sec to make sure I'm done. And
4 then, I might pause to make sure you're done
5 answering to make sure you're totally done
6 answering before I ask my next question. Sound
7 good?

8 A I understand.

9 Q If you don't understand my question either
10 because of a technical difficulty or the way I've
11 asked it, just let me know, and I can ask it a
12 different way or fix whatever technical issues are
13 going on. All right?

14 A I will.

15 Q All right. I don't expect we'll go
16 particularly long, but if you need a break, just
17 let me know, and we'll take one. Any questions
18 for me before we get started?

19 A Not at this time.

20 Q All right. Please state your full name for
21 the record.

22 A Douglas Christopher Hall, H-a-l-l.

23 Q And what's your title at American Select?

24 A Complex property litigation manager.

25 Q All right. I'm going to share with you a

1 document that I've provided to everybody in
2 advance today. It's "1-2022.09.12, Notice of
3 30(b)(6) Depo (Griffin.)" Bear with me one second
4 while I share my screen here.

5 All right. This is a three-page
6 document. Were you informed about this Notice of
7 Deposition and the topics in it? Or were you
8 provided a copy of this by your counsel in advance
9 of this afternoon?

10 A Yes, I was.

11 Q Okay. Great. Let's go ahead and make this
12 Exhibit 1 to your deposition.

13 (Marked Exhibit 1.)

14 BY MS. FISHER:

15 Q I'd like to go through the topics just to
16 confirm that you're prepared to testify about
17 them. Or if there are any objections, of course,
18 to give your counsel an opportunity to note those
19 for the record.

20 We've asked you -- we've asked
21 American Select to "Designate one or more
22 officers, directors, managing agents, or people to
23 testify regarding the following topics:

24 "1. The investigative process of the
25 claim submitted by Plaintiff to Defendant until

1 the time of decision to deny or approve
2 Plaintiff's claim.

3 "2. The facts and evidence supporting
4 Defendant's Answer and Affirmative Defenses in
5 response to Plaintiff's Complaint.

6 "3. Facts and evidence supporting
7 Defendant's responses to Plaintiff's discovery
8 requests."

9 And I'll stop there. Are you prepared
10 to testify today about Topics 1 through 3?

11 A I am.

12 Q Okay. Great.

13 I'll go on to Topic 4: "The identity
14 of and Defendant's financial relationship with any
15 and all individuals and/or entities involved in
16 the investigation and/or adjustment of the claim,
17 including, but not limited to (i) the total amount
18 of money Defendant or its representatives has paid
19 each individual and/or entity; (ii) the number of
20 times Defendant or its representatives have hired
21 each individual and/or entity within the last five
22 years preceding the date of the report prepared by
23 each individual and/or entity; (iii) the year in
24 which Defendant first retained each individual
25 and/or entity; and (iv) the number of

1 projects/claims each individual and/or entity is
2 currently retained on behalf of the Defendant or
3 Defendant's representatives."

4 Are you prepared to testify about
5 Topic 4 today?

6 A I'm prepared to testify regarding the topic
7 generally. I understand this inquiry is out
8 there, Attorney Fisher, and that we are in the
9 process, I believe, of supplementing our discovery
10 responses to you in regard to this inquiry.

11 Q Okay. Perfect.

12 And I'll note for the record that I
13 did receive some documents early this morning that
14 were -- that were responsive in part to this
15 topic. So if there's anything we talk about in
16 this regard that we don't have, we can always mark
17 it a late-filed exhibit.

18 All right. Topic 5: "Any
19 inspections, evaluations, reports, and/or
20 appraisals related to the insured property,
21 located at 128 Poplar Street, Gadsden, Tennessee,
22 38337-3546, in the underwriting file."

23 Are you prepared to testify about that
24 topic today?

25 A I am.

1 Q All right. Topic 6: "The underwriting
2 guidelines in effect for the insured property at
3 issue in this lawsuit at the time of the
4 Plaintiff's original application for insurance."

5 Are you prepared to testify about
6 Topic 6?

7 A Yes. I'm familiar with the guidelines and
8 the policy that's at issue.

9 Q Okay. And then finally, Topic 7: "The
10 names and addresses of the companies who performed
11 inspections for the underwriting department at the
12 time of Plaintiff's original application and all
13 renewals for insurance on the property at issue in
14 this lawsuit."

15 Are you prepared to testify about that
16 topic?

17 A I am.

18 Q Okay. And then I've asked you to bring the
19 following with you, and I believe this has already
20 been provided, but I'll just read it into the
21 record for completeness.

22 "All non-privileged portions of the
23 claim file regarding Claim Number: 0002108959 and
24 the subject property, including all photographs in
25 their native digital format."

1 Have you provided that to your counsel
2 to provide us in discovery in this matter?

3 A Yes. I believe that the -- the claim file's
4 been provided, subject to certain redactions. And
5 that material has been produced during the
6 discovery process.

7 Q All right. And then b: "Copies of any and
8 all IRS 1099 Forms, W-9, or other comparable
9 documentation for any and all amounts paid by the
10 Defendant to others related to Claim Number:
11 0002108959 for any reason whatsoever."

12 Have you provided that to your
13 counsel?

14 A And again, I believe that's been part of
15 the -- and I apologize, I believe that's been part
16 of the supplemental response to discovery. And
17 you may have received -- I don't know that you
18 received those materials this morning.

19 MR. TOMKINS: We did send those, I
20 think, this morning. And then earlier in the
21 document production and stuff, I think we've sent
22 copies of the information regarding payment on
23 this particular claim, but then we supplemented
24 this morning with additional documents regarding
25 payments to those vendors on other claims to the

1 extent that we could pull that together or had
2 anything that we could provide.

3 MS. FISHER: Understood. Thank you.

4 And, Mr. Tomkins, I saw in this
5 supplemental discovery this morning information
6 related to EFI, the engineering firm that was
7 hired.

8 MR. TOMKINS: Yes.

9 MS. FISHER: And the information
10 regarded Crawford & Company, but I believe -- is
11 Phillip Allen part of Crawford & Company?

12 MR. TOMKINS: They are a -- yeah,
13 they're hired by Crawford & Company, and the
14 payment is handled, as I understand, to Crawford &
15 Company. But yeah, that's who that is. That's
16 the Phillip Allen estimate guy.

17 MS. FISHER: Okay. Great. I
18 recognized the name Crawford & Company because
19 I've seen them in the industry. I just wanted
20 some clarification on how they, you know, were
21 over Phillip Allen. Thank you.

22 MR. TOMKINS: Yeah, sorry about that.
23 Yeah, they're -- I think the companies like
24 Phillip Allen and them are actually subcontractors
25 of Crawford, but they handle the management of

1 that.

2 MS. FISHER: That's perfect. That
3 makes sense.

4 MR. TOMKINS: I used to be an old
5 Crawford & Company employee myself in a prior
6 lifetime.

7 MS. FISHER: Oh, my next-door neighbor
8 works at Crawford & Company, so I feel like I get
9 the scoop on all the projects they have going on,
10 in Nashville at least, from him.

11 MR. TOMKINS: Oh, gosh. It's crazy.

12 BY MS. FISHER:

13 Q All right. Mr. Hall, I'm not asking you
14 about any conversations with Mr. Tomkins, but what
15 did you do to prepare for your deposition today?

16 A I've reviewed the claim file materials, the
17 materials that have been provided in the
18 production of this case. I've reviewed the policy
19 that's at issue. I've reviewed the responses,
20 Plaintiff's Complaint, American Select's response
21 to that Complaint. I've looked at the Notice of
22 Deposition that you just shared with me; I
23 reviewed that for the purposes of being prepared
24 to be responsive to your inquiries.

25 Q All right. Anything else that you reviewed

1 that you haven't already listed?

2 A In regards to this litigation?

3 Q Yes, in preparing for your deposition today.

4 A Basically, I would say the claims file
5 and the underwriting file materials and the
6 litigation -- the documents compiled in the
7 litigation.

8 Q All right. And you are here today as a
9 corporate representative for American Select.
10 You're not here in an individual capacity;
11 correct?

12 A That's correct.

13 Q All right. Mr. Hall, talk me through your
14 educational background starting with high school,
15 the name of it, where it was located, all the way
16 through your highest level of education.

17 A I went to Montour High School in Robinson
18 Township, Pennsylvania, which is a suburb of
19 Pittsburgh. I attended the University of
20 Pittsburgh in Oakland, a suburb of Pittsburgh,
21 Pennsylvania, where I obtained a bachelor's degree
22 in the history and philosophy of science.

23 Post graduation from the University of
24 Pittsburgh, I have obtained multiple insurance
25 designations: chartered property casualty

1 underwriter, senior claim law associate, associate
2 in claims, and associate risk management
3 certificates. And over my, at this point, I
4 think, about 29 years in the insurance industry,
5 I've taken and attended many seminars and courses
6 throughout the course of those many years.

7 Q Okay. For those insurance designations, if
8 you could go back and slow down and tell me what
9 each of those is, what the entity or institution
10 you got the designation from and what year you got
11 it, if you recall.

12 A So SCLA is senior claim law associate. It's
13 an associate program that is available to -- may
14 be available to people even outside the industry,
15 but it's certainly available to folks in the
16 insurance industry, I believe, now that it's part
17 of the American Educational Institute. When I
18 obtained the designation back in, I'm going to
19 guess, Attorney Fisher, that was in the late '90s
20 when I obtained the SCLA or maybe the early 2000s.

21 The associate in claims is an American
22 Educational Institute program as well, and that --
23 I would have obtained that probably in the early
24 2000s to mid-2005, maybe, somewhere in that area.

25 The chartered property casualty

1 underwriter designation I earned, again, probably
2 in the mid-2000 -- somewhere in 2005, '06, '07,
3 '08, something in that range. That's from the
4 Chartered Property Casualty Underwriter's
5 Association.

6 And then the associate and risk
7 management is a designation I earned in the -- in
8 the mid-2000s as well. I apologize, but the years
9 kind of run together at this point.

10 Q That is all right.

11 Do you have any professional licenses?
12 Are you licensed in any states related to the
13 insurance industry?

14 A I am licensed in -- and I, unfortunately,
15 will guess -- 25 states. I hold licenses to
16 adjust and/or investigate claims in probably 20 to
17 25 states.

18 Q Tennessee isn't one of those states that
19 require licensure to adjust claims here. Am I
20 correct in that understanding?

21 A That's my understanding.

22 Q Okay. I know you've been in the industry
23 for a while. Any notable training that you've had
24 in the insurance industry that you can recall and
25 tell me about?

1 A Again, over the many years, I've been
2 involved in teaching, presenting, and sitting
3 through seminars on all various aspects of the
4 insurance industry, insurance buyer claims
5 environment. Other than the -- the course work, I
6 guess, is the way I would phrase it, to obtain the
7 designations I previously discussed, you know, I
8 can't really point to one thing that -- that I've
9 done that's more important or less important than
10 any of the others.

11 Q All right. Are you a member of any trade
12 group, association, or organization concerning the
13 insurance industry?

14 A Not at this time.

15 Q How long have you been employed with
16 American Select?

17 A I believe this is my 27th year with American
18 Select.

19 Q And you said you've been in the industry 29
20 years, so where did you work for those first two
21 years in the insurance industry before you moved
22 to American Select?

23 A A small company called Celina Group out of
24 Grand Lake Saint Mary's, Ohio.

25 Q Can you spell that for the court reporter?

1 A Yes. It's C-e-l-i-n-a, Celina Group.

2 Q What do they do?

3 A They're a very small, at that time, four or
4 five-state property and casualty insurer, both
5 auto, residential, commercial insurer.

6 Q And what was your role there?

7 A I was a claims representative. That was my
8 first -- I guess I should have started by saying
9 that's where I started my insurance career was
10 with Celina as a claim representative.

11 Q All right. What years were you there?

12 A It would have been very early, 2 -- no, I'm
13 sorry, 1994, July of '94 through, I guess, October
14 of '96 or '97 before I came over to American
15 Select or Westfield.

16 Q Have you given a deposition before?

17 A Yes, I have.

18 Q How many times, approximately?

19 A As a corporate designee or as a fact
20 witness?

21 Q We'll go through each separately.

22 As a corporate rep?

23 A A dozen.

24 Q And as a fact witness?

25 A Various times. I would be guessing in

1 excess of -- in excess of a dozen. Probably in
2 excess of 20.

3 Q All right. In those depositions for which
4 you were a fact witness, were you a fact witness
5 in your role as a claims adjuster? Or were those
6 depositions where you were a fact witness
7 unrelated to the insurance industry, unrelated to
8 your professional life?

9 A Both as a claims professional and as a file
10 supervisor, and I couldn't even guess as to what
11 the breakdown would be.

12 Q But all of them were in a, for lack of a
13 better designator, professional capacity. You
14 weren't a witness for a personal lawsuit; is that
15 fair to say?

16 A No, all in the professional capacity -- in
17 the claims capacity in one way, shape, or form.

18 Q Got it.

19 And were all of those during your time
20 at American Select? Or did you give any
21 depositions when you were at the Celina Group?

22 A I can't recall whether I gave deposition
23 testimony at Celina or not, honestly. Yeah, I may
24 have.

25 Q Have you -- or let me ask this: When was

1 your most recent deposition prior to today?

2 A It was this year, 2022. I believe it was
3 this year, maybe in February of 2022.

4 Q Have you ever testified --

5 A And that's a guess. My apologies. I didn't
6 mean to speak over you.

7 Q Have you ever testified at trial?

8 A Yes.

9 Q About how many times?

10 A Civil trial, I think, on two occasions.
11 Criminal trial, on at least one or two occasions
12 as well.

13 Q For the civil trials, the two occasions, do
14 you recall if that was in Federal Court or State
15 Court?

16 A I do not recall. I would be guessing.

17 Q Do you recall what state the trials were in?

18 A One was in the state of West Virginia and
19 one was in the state of Pennsylvania.

20 Q The two trials you testified in, were you
21 either a corporate rep or a fact witness in a
22 professional capacity as related to an insurance
23 claim or something related to insurance at
24 American Select?

25 A I can't recall in the West Virginia matter

1 if I was with Celina or American Select. And I'm
2 thinking that I may have testified in Ohio as a
3 fact witness. All would be fact witness testimony
4 in relation to claims.

5 Q Okay. All right.

6 Tell me about the criminal trial, the
7 one or two that you testified at. Give me some
8 context: Where it was located, what those cases
9 were about.

10 A I believe that I've testified at least
11 twice, and the only -- as I said that, I realized
12 you might ask that question. One of those matters
13 was in Pennsylvania in the -- I forget what
14 county, Middle -- Central Pennsylvania. I can't
15 recall the county off the top of my head.

16 That was a case involving a district
17 attorney bringing an insurance fraud action
18 against a policyholder, and I was subpoenaed to
19 testify in regard to some of the information
20 related to that claim matter.

21 Q All right. So that was one of the criminal
22 trials that you testified at. Do you recall any
23 details about the other one, the criminal trial
24 that you testified at?

25 A I apologize. I do not recall. As I sit

1 here, I can't even recall what state that -- that
2 that occurred in. I apologize. It's been a
3 while.

4 Q That's all right.

5 When did you start at American Select?

6 A October of -- it had to be October of
7 2000 -- or excuse me, 1996 or '97, in that --
8 that's a guess, but that's pretty close.

9 Q All right. And we know your current title,
10 complex property litigation manager.

11 Mr. Hall, could you walk me through,
12 to the best of your recollection, the other titles
13 you've held at American Select starting in 1996 up
14 until your current title?

15 A My -- when I first -- so it would have
16 been -- I think at that time, it was claims
17 representative, was my first job role. Then after
18 that, regional property specialist. Then, I
19 believe, I moved into a claims specialist role; I
20 believe the title was claims specialist. Then I
21 became a general adjuster. Then I moved into a
22 regional property supervision role, and I believe
23 when I started that role, it was referenced to as
24 a regional claim -- regional claim associate,
25 maybe, and that title changed at some point. And

1 then, I moved into a role as a complex claim unit
2 leader. And then, from that particular title and
3 responsibilities, I moved into the role of the
4 property litigation manager, my current role. I
5 may be forgetting one in there somewhere.

6 Q During that time, have you always worked in
7 the residential property line? Or did you do auto
8 or commercial property as well?

9 A I've either adjusted, handled, or supervised
10 claims involving, really, what I would consider
11 all lines of traditional P&C business. I've
12 adjusted and supervised claims in the casualty
13 environment, commercial, and what I'll call
14 residential, which is not necessarily the correct
15 terminology. I've handled and supervised
16 residential property -- residential and commercial
17 claims. I've handled work comp claims. I handled
18 and supervised and managed our Westfield, that is,
19 American Select's Fidelity employee dishonesty
20 group.

21 So I -- regarding your question, my
22 roles here at American Select have been diverse
23 commercial and residential in nature, including
24 casualty work as well.

25 Q In your current role, complex property

1 litigation manager, do you cover a certain
2 geographic region?

3 A No. Westfield actively writes in, I
4 believe, 21 states today, but we have ancillary
5 business, because of the commercial markets, in
6 really every state. So I am engaged in litigation
7 management in the -- for the country.

8 Q Anywhere outside the United States that your
9 position would encompass?

10 A No.

11 Q Talk me through your responsibilities in
12 your current role.

13 A So in the litigation management role, I
14 facilitate a number of, I guess, actions or
15 activities. My primary responsibility is the
16 management of active litigation in our operating
17 territories. Second -- secondarily, I'm involved
18 in appraisal matters in, again, throughout our
19 operating territories. I assist in regard to
20 aspects of panel counsel, our defense firms, and,
21 I guess, in a general sense, challenging claim or
22 claim environment matters are issues that I'm
23 often tasked with addressing in some way, shape,
24 or form. I assist with training in the
25 development of claims staff. There are a number

1 of, you know, portions and actions necessary in
2 the role.

3 Q Does anyone report directly to you?

4 A It seems like a very direct question,
5 Attorney Fisher. Nobody reports directly to me in
6 my function as a litigation manager. Folks report
7 to me in respect to a file they may have handled
8 or been handling that falls into -- that
9 progresses to litigation for whatever reason.

10 In respect to appraisal matters, at
11 times, I'll have people report directly to me,
12 depending on what the situation is. And then,
13 since I may take over the supervision of a file
14 for whatever reason, the claim handler would
15 report directly to me on that matter at that point
16 in time.

17 Q Who do you report to?

18 A I report to Don Meier.

19 Q What's her title?

20 A His. It's Donald; I should have said that.

21 Honestly, I'm not -- as we sit here
22 today, I'm not positive I know exactly what his
23 title is. He is the -- I think his title is
24 complex claims unit leader. I may have that
25 slightly off, but it's something close to that.

1 Q Mr. Meier, are there -- how many people does
2 he supervise that have the same title as you,
3 complex property litigation manager?

4 A I want to make sure I understood.

5 How many people does he supervise that
6 have the same title that I hold?

7 Q Yes.

8 A Just myself.

9 Q Okay. I didn't know if there were, like,
10 three or four for the whole country, and you all
11 divided things up or -- I was just trying to get a
12 sense of the structure.

13 So are you ever brought in while a
14 claim is still being investigated? Or are you
15 typically brought in on a file after the claim has
16 already been investigated and a claim decision has
17 been issued?

18 A I would -- I would guess, purely a guess,
19 that 80 to 90 percent of the files that I see in
20 my primary role as litigation manager are files
21 that have gotten to the litigation stage.

22 To be responsive to your question, the
23 other 20 percent of files, I would say, are still
24 in some semblance in the investigative stage in
25 that most of that 20 percent would be made up of

1 appraisal matters. And while there might not
2 be -- I guess for clarification, I don't know that
3 there's always investigation at that point that's
4 going on, but just to be responsive to you, there
5 certainly are files that will come to my attention
6 that are in the investigative stage. It's not the
7 majority. It would be the minority in my current
8 role.

9 Q How long have you been in your current role?

10 A The job title that I currently hold was
11 created, I believe, in 2020; I'll say the first
12 quarter. The job responsibilities that I
13 currently am responsible for is a role that I
14 transitioned into, I believe, probably two to
15 three years before that, but the title was
16 actually created in, I believe, and I'm fairly
17 certain, the first quarter of 2020 was when that
18 title was created.

19 Q All right. If you recall from your time as
20 a claims specialist at American Select, when it
21 comes time to make a decision on a claim in terms
22 of providing payment or denying coverage or some
23 combination of the two, is that something most
24 claims specialists are able to handle on their
25 own? Or are there others within American Select

1 who they normally consult with prior to making
2 such a decision?

3 A I'm not sure I understand -- your
4 question -- the way you phrased your question.
5 You're asking about claims specialists, and I want
6 to make sure that --

7 Q Oh, my apologies. Go ahead.

8 A I just want to make sure I'm addressing --
9 are you asking in general about a -- for example,
10 a property claim that is disseminate to Westfield?
11 Or are you asking about -- because different job
12 titles, a specialist versus a claims professional,
13 they're a different hierarchy in the strata, so
14 I'm trying to make sure I understand. If you're
15 asking generally, I want to answer that question
16 from versus for a specialist that may be
17 different.

18 Q Thank you so much for clarifying.

19 Yes, I'm asking generally how that's
20 handled at American Select.

21 A So I'll answer it this way, and I'm just
22 going to apply it to the claim that we're -- you
23 know, the lawsuit that we're talking about today.

24 This file was handled by a claims
25 professional, Michael Johnson, and his direct

1 supervisor was Todd Boose, and that's B-o-o-s-e.

2 So Michael was tasked as the claims
3 professional to investigate the claim, gather an
4 understanding of the facts and circumstances of
5 the loss, evaluate coverage, the typical -- what I
6 would consider typical functions. And in that
7 role, he has responsibilities and authority, of
8 course, but he also has a supervisor, in this
9 case, Mr. Boose.

10 And we -- in this case, as I know it
11 from reviewing the file, Mr. Johnson investigated
12 the claim, and a decision was ultimately rendered
13 on this particular claim. That decision was
14 discussed and communicated back and forth between
15 he and his supervisor, Mr. Boose.

16 And I would say that that would be
17 typical of a claim evaluation within American
18 Select, that a file handler would be tasked with
19 the responsibility of handling the claim. And
20 that he or she would have communication with the
21 assigning professional supervisor regarding a
22 decision on the claim, especially if that decision
23 was that there was a partial non-coverage
24 situation or a complete non-coverage situation,
25 that that would be reviewed with the immediate

1 supervisor.

2 Q Okay. Thank you.

3 For claim representatives, I think
4 that was -- that was Michael Johnson's title, is
5 claim representative; do I have that correct?

6 A I believe so. I could look at the -- I know
7 you included in your detail work product notes,
8 and I believe it would be identified there. But I
9 believe it was a claim representative at the time
10 he was responsible for this file.

11 Q Okay. How do claim representatives -- or
12 whatever the appropriate name is -- how do they
13 receive their assignments? Is that kind of
14 random? It just goes through the list for region,
15 if you know the answer?

16 A Yes. When a claim is taken in -- a claim --
17 and I'll give it to you in a general sense, but
18 I'll apply it to this loss. I believe this claim
19 came in via Westfield's call center. It was set
20 up where that's an initial call where a -- it's a
21 call center; it's a facility where the calls come
22 in. The information's gathered from the
23 policyholder or their representative, whoever's
24 presenting the claim. The information is then
25 input into Westfield's claim system.

1 And, I think, to be specific to your
2 question, once that information is in there,
3 depending on where it's at in the country, it will
4 flow to that region, and there is not -- I want to
5 give you the particular answer -- when it flows
6 out to a region, it is round-robin. It's not a
7 specific adjuster that would get it. It would be
8 an adjuster that's sort of the next person up in
9 the rotation for that area.

10 So it wouldn't go to just somebody
11 somewhere in the country. It would go to a
12 region, and then it would go into a round-robin
13 situation where the next person gets the claim.
14 And that's how this claim would have gotten to
15 Adjuster Johnson.

16 Q That's really helpful, thank you.

17 Mr. Johnson, do you know what region
18 he covers?

19 A I don't. I would be guessing. Based on the
20 fact that he was assigned this loss in the state
21 of Tennessee, I'm going to guess that he's in the
22 central region, which might be an area that would
23 include Tennessee, Kentucky, West Virginia, but
24 that is a guess. I don't know the particular
25 regions for all of the various professionals.

1 Q In handling a property claim like the one
2 that came in that Mr. Johnson handled -- and I'll
3 give you the specifics of the claim in a minute.
4 I'm just trying to get how American Select's
5 internal process works.

6 In handling a property claim, does
7 American Select have certain claim procedures and
8 protocols that the claim representatives are
9 intended to follow or look to for guidance if they
10 have questions?

11 A When you say "when they have questions," I
12 just want to be clear. Do you mean a question
13 about the particular claim or any question?

14 Q Yeah. Let me rephrase.

15 Does American Select have claims,
16 procedures, and protocols that are written that
17 provide guidance to claim representatives when
18 they're reviewing, let's say, a fire claim, as
19 opposed to a water damage claim, as opposed to a
20 tornado claim?

21 A We don't have -- we don't have procedures.
22 We have guidelines, a general property guideline.
23 We don't have mandates or procedures. There's no
24 playbook for, okay, if there's a fire claim,
25 here's the manual. That's not how we approach

1 claims handling.

2 The claims professionals -- and I
3 can't speak to their compendium of their training,
4 but obviously, we bring people in that have
5 experience. We also train people internally for
6 the purposes of handling claims.

7 But to be specific, no, there is not
8 a -- there's not a white paper that addresses
9 here's a water claim and here's how you handle it,
10 or here's a fire claim and here's how you handle
11 it. There are general guidelines.

12 And obviously, we rely on -- the
13 reason we still have claim professionals versus
14 just a computer is we rely on people to use their
15 judgment and their communication skills and
16 abilities to apply that to handling a property
17 loss.

18 Q Absolutely.

19 Those property guidelines you
20 mentioned, are those written?

21 A They are.

22 Q Okay. Are they accessible through y'all's
23 software that you use to manage claims? Or are
24 they accessible a different way?

25 A They're not part of the claims management

1 system. The claims management system is a
2 specific, you know, software tool. They are
3 available to the claim professionals at Westfield.
4 Currently, those would be available -- the company
5 can provide them, and you can see them in print as
6 a professional, but we have an intranet, and
7 that's where they would find references to the
8 property guidelines.

9 Q Do you know how often they're updated?

10 A Every year, and then if there is something
11 of -- this is poor terminology, but if there's
12 something of significance that would change in a
13 venue, for example, if there was a new statute
14 that changed the way we needed to address a claim
15 matter, that would get addressed in real-time and
16 then be incorporated into the following -- in an
17 official way -- or a formal way, I guess I should
18 say, in the next evaluation period.

19 Q All right. I'm going to request as
20 late-filed Exhibit 2 only the portion of the
21 property guidelines that would be applicable to
22 this claim. So whether that's a section that
23 applies to Tennessee, or if there's a section
24 that's applicable to water damage.

25 If there's any required

1 confidentiality or nondisclosure agreement so that
2 you know I'm not going to share this with State
3 Farm or anybody else, please let your counsel know
4 and we're happy to agree to it.

5 A Okay.

6 Q And only for the year 2019.

7 A Okay.

8 Q Since that is when this claim came in, to
9 keep this as narrow as possible.

10 (Late-Filed Exhibit 2.)

11 BY MS. FISHER:

12 Q All right. Mr. Hall, one question -- I'm
13 asking it generally, but obviously, it applies to
14 what we'll be discussing here on behalf of the
15 Griffins. Does it require the permission of a
16 supervisor for an adjuster to hire an engineer to
17 inspect a property?

18 A Generally, yes. For an adjuster, in this
19 case, Michael Johnson, as a claim professional, I
20 believe he does need to request -- when I say
21 "need," I think I'll qualify that by saying, you
22 know, my experience with our staff, including
23 Mr. Johnson, who is somebody that I supervised for
24 a number of years, is that he is an experienced
25 adjuster. I don't know, but I'm guessing a

1 20-plus-year adjuster. While he has the skills
2 and ability to determine when an engineer may be
3 needed on a loss that he would take -- my
4 experience with him is that he would have
5 requested a discussion with the supervisor to talk
6 about whatever issue was to be evaluated.

7 So -- but formally, if he was going to
8 hire an engineer here, I have no reservations
9 saying he would have discussed that with a
10 supervisor before doing so.

11 Q But for someone to hire, say, just kind of
12 your general contractor to go out and take photos
13 and put together an estimate, that wouldn't
14 require permission of a supervisor; is that
15 correct?

16 A It would not. And if I might add, you had
17 asked earlier, in this case, while I'm completely
18 unfamiliar with them, the John H. Allen Company is
19 the company that did inspect this loss on behalf
20 of Westfield at our request, and that happened
21 through the Crawford Connection program.

22 But to your point, no, the adjuster
23 would have had the ability to retain -- I want to
24 be careful. I don't want to say retain John Allen
25 because that is a round table as well, meaning

1 when you make a request to Crawford, you don't
2 know who you're going to get. So they weren't
3 necessarily requesting John H. Allen, but they
4 were requesting that the program -- the vendor
5 partner provide somebody to us to assist with the
6 inspection.

7 Q And the relationship with Crawford &
8 Company, is that just in a region of the country,
9 and then you have someone analogous to go in other
10 parts of the country? Or is Crawford & Company
11 able to provide that service in all 21 states that
12 you said American Select is operating in?

13 A I don't know if they provide -- if the
14 Crawford Connection is available in all of the
15 states or not. I don't know the answer to that.

16 Q And I'm sure there are some claims, though I
17 would suspect they're in the minority, for which
18 an in-person inspection is not required where the
19 claim representative, based on speaking to the
20 insured and getting information from the insured,
21 maybe if it's a particularly small claim, is able
22 to adjust the claim for them without using
23 Crawford Connection or something analogous. Is
24 that an accurate understanding?

25 A I believe that is accurate. There are

1 claims that are what I would consider a fast-track
2 claim, where they're straightforward. A
3 policyholder, you know, presents maybe with an
4 estimate, and the coverage is clear, and the
5 loss -- there's not a personal inspection
6 conducted.

7 Q Now, I'd like to go into specifically
8 talking about Claim Number 00010959, which we've
9 touched on just a little bit so far.

10 So Jack Michael Johnson, who we've
11 referred to as Michael Johnson, was the claim
12 representative assigned to this claim; is that
13 correct?

14 A That's correct.

15 Q And was he assigned to the claim from start
16 to finish? Or did it ever transition to anybody
17 else or get transferred to him?

18 A I can look at the notes, Attorney Fisher.
19 There may have been -- this claim may have been
20 assigned initially to an inside property group,
21 which Michael was part of, and then transferred to
22 him. I can't -- for some reason, off the top of
23 my head, I think it might have been assigned to
24 somebody and transferred very quickly to him. I
25 could be wrong on that; he may have had it day

1 one. But he was clearly the primary adjuster on
2 the file.

3 Q Understood.

4 Does he still work for American
5 Select?

6 A Yes -- Mr. Johnson?

7 Q Uh-huh.

8 A Yes, he does.

9 Q And you mentioned earlier that you actually
10 personally supervised him for a number of years;
11 is that correct?

12 A That is correct.

13 Q And then Todd Boose, B-o-o-s-e, at least at
14 the time of this claim in 2019 through 2021, was
15 Michael Johnson's supervisor; is that correct?

16 A That is correct.

17 Q I saw on an e-mail signature his title --
18 Todd Boose's title is property complex claims unit
19 leader. Does he still hold that title today?

20 A He does.

21 Q Do you know how long he's been with American
22 Select?

23 A Nearly 35 years as of today.

24 Q Is he still supervising Michael Johnson, if
25 you know?

1 A I believe there's been a transformation,
2 some territory movement in the property group. I
3 don't believe he supervises Michael Johnson at
4 this time.

5 Q Okay. And I had your name in the file, so I
6 know all about you.

7 Tell me who Kevin M. Adams is. I saw
8 his name show up in the claim file, but I didn't
9 see what his title was or his involvement.

10 A I'm not sure what Mr. Adam's title is.
11 He -- he -- I'm trying to think. I don't know
12 exactly what his title is. He's a supervisor
13 similar to myself on claim matters -- on
14 litigation matters. I don't recall his exact
15 title at this time. From review of the file, his
16 involvement would have been after -- certainly
17 after litigation was instituted in the matter.

18 Q Okay. So he would have been involved
19 post-litigation; is that right?

20 A That's correct.

21 Q Okay. I saw in the notes that there was
22 someone who attended the EFI Global inspection who
23 was referred to in the claim notes as "Josh at
24 Westfield." Do you know who that is?

25 A Yes.

1 Q Who is he?

2 A So Adjuster Johnson, as we've discussed,
3 resides in West Virginia, and the inspection
4 obviously needed to take place in Tennessee at the
5 Griffins' home. So when the decision was made to
6 retain the engineer -- American Select wanted to
7 have a representative present for the inspection
8 for the engineer analysis, so they tasked the most
9 local claim professional to do that.

10 And I apologize, I'm thinking -- I'm
11 trying to think of Josh. And I saw the note in
12 the file, and his last name is escaping me, and
13 you do have my apology.

14 MR. TOMKINS: If you don't mind, I
15 think it's Josh Parrish.

16 THE WITNESS: Josh Parrish, that is
17 correct. My apologies for the brain freeze there.

18 But Josh's engagement was, as I
19 understand it, to be the company representative at
20 that inspection. My understanding from looking at
21 the file was that he attended that inspection, and
22 that was the end of his engagement or involvement
23 in this file.

24 BY MS. FISHER:

25 Q Did he fill out any sort of, you know, notes

1 to the claim file or summary based on his
2 attendance at the inspection that were then saved
3 in the claim file?

4 A I can certainly look at those notes if you
5 want to pull those up, Attorney Fisher. I don't
6 recall reading a synopsis or an overview from
7 Adjuster Parrish in the file. I know the engineer
8 obviously reported back, and then there was a
9 report generated. But I don't believe that
10 Adjuster Parrish compiled a -- he wouldn't have
11 been requested to compile a report, but I don't
12 believe he put a report or an inspection of his
13 overview in the file. I could be wrong. I'd be
14 glad to look at the file notes.

15 Q I'm not trying to be tricky. I didn't see
16 any report in what I saw, but I know I have a
17 redacted version, so that's why I'm asking.

18 A No. I did not take your questions --

19 MR. TOMKINS: As far as the
20 redactions, those were post-suit --

21 MS. FISHER: Okay.

22 MR. TOMKINS: -- portions, so we
23 didn't redact anything pre-suit.

24 MS. FISHER: Okay. Thank you,
25 Mr. Tomkins. I wouldn't expect it, but I always

1 like to check. Sometimes --

2 THE WITNESS: And, Attorney Fisher,
3 I'll just confirm. My recollection is usually
4 pretty good. I don't remember seeing -- and I
5 could look at the notes, but I do not believe that
6 you're missing anything. I don't believe that
7 Adjuster Parrish provided -- you know, again,
8 documented the file regarding anything that he
9 viewed. His role there was really to be the
10 company -- to attend the inspection as a courtesy
11 for the policyholder, more or less. The engineer
12 was there to do his work, of course.

13 MS. FISHER: Absolutely.

14 Q Josh Parrish, is that P-a-r-r-i-s-h?

15 A I believe so, yes.

16 Q Is he based out of Memphis or Nashville or
17 somewhere else?

18 A If it's okay with you, I can look to give
19 you that.

20 Q Okay.

21 A But I don't want to look at anything if you
22 don't want me to.

23 Q Well --

24 MR. TOMKINS: And I can answer if you
25 want me to.

1 MS. FISHER: Okay.

2 MR. TOMKINS: Nashville does not have
3 a formal office. They work out of their homes,
4 but he is a Nashville-based guy. I think Josh may
5 be in Hendersonville or somewhere, but the
6 immediate Nashville area.

7 MS. FISHER: Okay. Thank you,
8 Mr. Tomkins.

9 Q Mr. Hall, you mentioned earlier that you
10 have supervised Michael Johnson. Have you ever
11 supervised Todd Boose before?

12 A Yes. And I'll qualify that. In a
13 litigation environment, there -- if Todd was
14 supervising a file that went to litigation, when
15 it goes to litigation, ultimately, the people that
16 are involved in the file are reporting to me on
17 those matters. So there are situations of that
18 nature where Todd would be reporting to me, yes.

19 Q You mentioned your claim management system.
20 What is that software called? Or is it simply
21 called Claim Management System?

22 A Claim Center is the claim management system;
23 that is the name. It's -- I guess it's just Claim
24 Center Software. I don't know who the actual,
25 like, behind-the-scenes label would be.

1 Q We need to get some more creative software
2 developers out there.

3 Can American Select employees only
4 access Claim Center from their computers? Or can
5 they also access it from, like, a phone or iPad if
6 they're out in the field?

7 A I have access to Claim Center, for example,
8 and the only method for a claim professional to
9 have access to the claim management system is
10 through their assigned company -- I work from a
11 laptop. I'm going to guess there may be a few
12 people today that still have access to, you know,
13 a stationary computer, but it would be very few.

14 But each person has a laptop, and
15 their access is through their laptop. You can't
16 get to our claim management system via a
17 portable -- your cell phone, for example. Even if
18 you have a company cell phone, it does not tether
19 to the claim management system. And when you do
20 join the claim management tool, you must do that
21 through your assigned computer using your code to
22 get to the system. It's not a -- you can't get to
23 it through a home computer or a cell phone, for
24 example.

25 Q Got it. Thank you. I asked that question

1 so I can understand how people are able to access
2 it to make notes or upload photos or documents.

3 All right. Let me pull up the
4 document that's been provided in advance. It's
5 "4-Claim Notes." That's the title of the PDF
6 document, and it's 41 pages. I'll share it on my
7 screen, but you're welcome to look at it
8 independently as well.

9 I'm not going to go through every
10 single page with you; that would be far too
11 painful. But there are a few notes in particular
12 I wanted to ask you questions about. First, let's
13 go ahead and make this an exhibit to your
14 deposition. I think this is Exhibit 3, the claim
15 notes.

16 (Marked Exhibit 3.)

17 BY MS. FISHER:

18 Q And I'm going to start toward the end of the
19 document because, chronologically, that's the
20 earliest, and then go from there for the couple
21 notes I have questions about. So I'm on page 33
22 of 41 of the PDF document. I'll zoom in here so
23 we're not losing our eyesight by looking at it.

24 This is a note inputted into the
25 system by Jack Johnson dated 12/31/2019. The note

1 starts out, "Status: Received a LOR from Morgan &
2 Morgan, Griffin, William & Billie vs. Westfield
3 Insurance Company. Letter ok's us to contact the
4 insured directly. Contacted Mr. Ins" -- I believe
5 that stands for Mr. Insured -- "to discuss. He
6 advised back in July, he had a water leak in the
7 bathroom, which caused damage to the floor and
8 vanity. He cleaned and dried himself."

9 I'm going to stop there because that's
10 what I have questions about. Did I read that part
11 of the claim note correctly?

12 A It appears so.

13 Q The portion I've read -- and you're welcome
14 to read the rest of it as well -- but the portion
15 I've read where it's noting what Mr. Insured
16 advised to Jack Johnson at American Select. He
17 mentions that "in July, he had a water leak in the
18 bathroom which caused water damage to the floor
19 and vanity. He cleaned and dried himself."

20 Do you see anything in the note that
21 indicates Mr. Insured told American Select this
22 was a supply line?

23 A I do not.

24 Q Okay. Thank you.

25 I'd like to go to page 31 of 41 of the

1 PDF. This is a note dated 1/23. This isn't on
2 page 31, my apologies -- oh, yeah, it starts on 31
3 and goes to 32. So I'm on page 32. You can see
4 the note starts on page 31 and goes down to 32,
5 the notice from Jack Johnson on January 23, 2020.
6 I'll make that a little larger for you.

7 The -- about halfway through the note,
8 the paragraph starts, "Called Mr. Insured back.
9 He advises his brother fixed the pipe, which was
10 leaking in the joint where the PVC goes into the
11 cast iron. He wrapped the joint where the two
12 meet and has not had any problems since that
13 time."

14 Did I read that correctly?

15 A It appears you did.

16 Q And then it says, "Called contractor,
17 Phillip Allen, to discuss the pipe in question.
18 Phillip advises there did not appear to be any
19 problem with leakage. Mr. Insured had told him
20 the problem had been fixed. We reviewed the photo
21 together. Phillip advises it appears to be solder
22 at the joint." I'll stop there.

23 Did I read that correctly?

24 A You did.

25 Q All right. Do you know if cast iron pipes

1 are or were ever used for supply lines?

2 A I wouldn't -- I can't guess whether they
3 were ever used for supply or not. I would be
4 guessing.

5 Q Okay. And I'm not asking you to do that.

6 Reading on, it says, "Phillip advises
7 the insured is a well-known public adjuster in the
8 area and feels this loss will be a problem to
9 settle. Phillip will apply d-e-p-r" -- I believe
10 that stands for depreciation -- "to the estimate
11 and send through Xact" -- I think that means
12 Xactimate -- "as job not sold."

13 Did I read that correctly?

14 A You did.

15 Q Did I understand those abbreviations
16 correctly?

17 A The abbreviation you read in that piece was
18 d-e-p-r; correct? And you said that was
19 depreciation, which I agree with. And the
20 "through X-a-c," that would be Xactimate or Xacta,
21 as some people call it. But I believe those were
22 the two you referred to, and I agree with your
23 translation.

24 Q Here's my question: Did the fact that
25 Phillip Allen told Michael Johnson that the

1 insured was a well-known adjuster impact how
2 Mr. Griffins' claim was handled at all?

3 A I don't believe so.

4 Q This may be a bit of an unusual situation,
5 but, you know, you have quite a bit of experience
6 and years in the industry, so maybe it's not that
7 unusual if you do it long enough. But in your
8 experience, if the person who's sent out to do an
9 inspection and write the estimate knows the
10 insured and maybe, you know, doesn't get along
11 with the insured, would that be a point at which
12 someone different would be assigned to the claim
13 just to ensure impartiality to the insured?

14 A I understand your question, Attorney Fisher.
15 I wouldn't say from that note that I could infer
16 that Mr. Allen's information that he offered to
17 the adjuster is anything other than information
18 being provided. He wrote an estimate, as you
19 know. It appears he captured the damages that his
20 photos show, so there's nothing here in this
21 situation that would suggest to me that this file
22 would have needed to be reassigned to anyone at
23 this point.

24 Q Understood. Thank you.

25 I'm going to look at page 31 now.

1 This is a note on 2/4/20, which is right above the
2 one we were looking at. It was entered by Derek
3 Groff, G-r-o-f-f. Do you know who that individual
4 is?

5 A Yes. Mr. Groff was an inside unit leader at
6 the time this file first came in. And when the
7 claim file was set up and initiated, he was the
8 supervisor.

9 Q So he was in Mr. Boose's role at the time
10 the claim was first set up?

11 A No. He was supervising an inside property
12 group, which Mr. Johnson was part of, and so he
13 was tasked with supervising Michael in respect to
14 this claim.

15 Q Okay. Does he still work for American
16 select?

17 A He does.

18 Q This note says, "Reviewed file this date
19 with adjuster. Damages identified during
20 inspection by CC contractor. Damages are being
21 accepted as water damage due to toilet overflow.

22 "Estimate prepared, appears insured
23 will not be utilizing the preferred therefore,
24 adjuster to collaborate estimate, apply
25 depreciation appropriately, and proceed with

1 payment of covered damages to NI and Law Firm."

2 Did I read that correctly?

3 A You did.

4 Q And the abbreviation in the first section
5 "CC contractor," does that "CC" stand for Crawford
6 Connection?

7 A I believe it does.

8 Q Okay. And then, the last line there when it
9 says "payment of covered damages to NI and Law
10 Firm," I imagine that maybe those initials were
11 transposed, and that should be "IN" for insured?

12 A I think that this supervisor, "NI" is -- he
13 has it that way for named insured.

14 Q Got it. Great.

15 Do you see any reference to a supply
16 line noted in this note that we just read by
17 Mr. Groff on February 4, 2020?

18 A I do not.

19 Q And then a little further up on the same
20 page, page 31 of 41 of the PDF document we're
21 looking at, there's a note by Jack Johnson; we've
22 been referring to him as Michael Johnson, but it's
23 the same person. On February 19, 2020, it says,
24 "Status: The cause of loss is a leaking pipe
25 joint, no subro to collect. Closing subro to

1 close the file."

2 Did I read that correctly?

3 A You did.

4 Q Do you see any reference in that note to a
5 supply line?

6 A I just see the reference as you read it,
7 "leaking pipe joint."

8 Q And this note regarding subrogation would be
9 an inquiry to see if maybe another entity was
10 responsible; right? So if a hot water heater
11 manufacturer had made an error, subrogation could
12 go after the hot water manufacturer for their
13 mistake. That's why subrogation would be looked
14 into for an insurance claim; am I correct in that
15 understanding?

16 A Generally, yes.

17 Q Page 29 of 41 is the next note I'd like to
18 draw our attention to. And I only have two more
19 from the claim file, I think, for us to look at.
20 Two or three.

21 Page 29 of 41, a note by Jack Johnson
22 on 1/13/2021. Bear with me one moment. All
23 right. Here's the note right here, page 29 of 41,
24 that 1/13/2021 note. The second paragraph of it
25 says, "Anthony" -- that's the name of the EFI

1 engineer -- "Anthony advises he's aware of the
2 insured. He advises the insured is not a public
3 adjuster. Anthony advises he is not allowed to
4 get his public adjuster's license for an unknown
5 reason. Anthony advises the insured acts as a
6 contractor and takes everything to the appraisal
7 process at the beginning of the claim. Anthony
8 advises this will be a hard loss to settle with
9 the insured."

10 Did I read that correctly?

11 A You did.

12 Q Did this status report from the structural
13 engineer who was hired to assess the insured's
14 home, did that impact how American Select
15 investigated and handled the Griffins' claim?

16 A Again, my answer will be consistent with
17 what we talked about earlier, Attorney Fisher. I
18 see the note that you read. My answer is it
19 didn't impact the adjuster's opinion at all, and I
20 base that on the fact that the adjuster makes no
21 further reference to it anywhere in his claim
22 handling. So my answer is I don't believe it
23 impacted the claim handling at all.

24 Q Does American Select use structural
25 engineers who work for companies other than EFI

1 Global? Or are all the structural engineering
2 assignments assigned to EFI Global, if you know?

3 A We use, I would say countless would probably
4 be fair, structural engineers. EFI, as I'm sure
5 you're familiar, is a fairly large company that
6 provides a multitude of forensic-type experts,
7 including structural engineers.

8 But to answer your question, no,
9 Westfield and American Select specifically
10 assigned claims to many different structuralists.
11 It depends on where the loss is, you know,
12 state-wise and availability-wise. But the answer
13 is no. There are many structuralists used in the
14 course of daily business in the claims
15 environment.

16 Q Got you.

17 Do you know if American Select uses a
18 firm called Donan?

19 A I'm familiar with Donan, and yes, I'm sure
20 that we have. I'm sure that there are structural
21 analyses that have been done by Donan.

22 Q And a similar question to the one before but
23 for a different person since now we're talking
24 about the structural engineer. Once this status
25 was reported back to Michael Johnson at American

1 Select, do you think it would have been prudent,
2 or would he even have had permission to maybe hire
3 a different engineer who didn't personally know
4 the insureds just to ensure that the inspection
5 was done by someone who was impartial?

6 A I don't know if that thought process took
7 place. I couldn't answer that. I know from the
8 file that there was no contemplation of seeking a
9 different expert. And if you're asking my opinion
10 from reading the file is the reason it wasn't
11 undertaken is the engineer's report seemed quite
12 straightforward, you know, based on the evidence
13 that was presented at the Griffins' home.

14 Q On this same page, 29 of 41, there's a note
15 right above that dated January 14, 2021, noted by
16 Michael Johnson. It says, "Status: Called Draingo
17 Plumbing to discuss their plumbing report and
18 estimate of 9,952 to re-plumb sanitary drain
19 lines. Secretary will give the manager our
20 contact info to return the call."

21 Did I read that correctly?

22 A Yes, you did.

23 Q And I didn't see it in the call notes. I'm
24 just asking you in case there's something I
25 missed. Do you know if Michael Johnson or anyone

1 else at American Select was able to speak to the
2 plumbers at Draingo before issuing their coverage
3 letter?

4 A My familiarity with the file does not
5 indicate a conversation documented in the claim
6 file. Does that mean there was not such a
7 conversation? I can't say that a conversation
8 didn't take place, but it is not documented in the
9 file.

10 Q Similar question. I'm just asking because I
11 know you've reviewed the file as well. I don't
12 see where any plumbers, other than those from
13 Draingo, inspected the Griffins' property in
14 connection with this claim. Are you aware of any
15 other plumbers other than those at Draingo who
16 inspected the Griffins' property in connection
17 with the investigation of this claim?

18 A I am not aware of any -- I could not say yes
19 or no. I'm not aware of any.

20 Q Of any plumbers other than Draingo, who
21 inspected?

22 A That's correct. The only plumbers that I
23 understand that were out there were the folks from
24 Draingo.

25 Q Do you think it would have been helpful if

1 Michael Johnson had spoken to the plumbers at
2 Draingo before issuing a coverage letter in this
3 claim?

4 A Actually, no. I don't think it would have
5 changed the coverage decision.

6 Q And that's a slightly different answer than
7 my question.

8 Do you think it would have been
9 helpful for Michael Johnson to have spoken to the
10 plumbers at Draingo prior to issuing a coverage
11 letter in regards to this claim?

12 A I don't think it would have impacted the
13 claim had he spoken to them. And the reason for
14 that is the -- the leak was said to have been
15 repaired and was not -- there was no leak at the
16 time that this conversation is taking place. So I
17 don't know that talking to the plumber would have
18 been helpful. It's -- that's my impression.

19 Q We're still on page 29 of 41. Michael
20 Johnson, on February 18, 2021, summarizes the
21 engineer's report starting on page 28 and going
22 down to 29. It starts by saying "Status" on
23 Page 28. Under that, it says, "We have received
24 the engineer report."

25 It says, "Conclusion and

1 recommendations. The analysis of available
2 evidence related to this project supports the
3 following." And then, under line item 1, it
4 says, "The water supply line to the toilet
5 reportedly leaked for approximately two days at or
6 about the date of loss, expelling water on the
7 bathroom and hallway floors." I'll stop there.

8 Did I read that correctly?

9 A You did.

10 Q So this is the engineer's report in February
11 2021 regarding a loss that occurred in July 2019.

12 Do you see anything in the file before
13 the engineer's report that referred to this loss
14 as coming from a supply line?

15 A My recollection is -- well, I don't believe
16 it was one of the notes that you referenced,
17 Attorney Fisher, but there was some question
18 regarding what or where the water emulated from.
19 This note that you just referenced is the first
20 specific note that says supply line, to answer
21 your question directly. That is the first
22 reference that I am familiar with that says supply
23 line, but I believe there's a reference to some
24 uncertainty about where the water came from prior
25 to this.

1 Q Got it.

2 And the leak -- I think we agree the
3 leak was not still ongoing in January and February
4 of 2021; right?

5 A I agree.

6 Q So this -- this statement regarding a supply
7 line that the engineer put in his report was not a
8 statement based on a firsthand observation; right?

9 A Well, my -- my understanding is that the
10 engineer -- this numbered item that you have on
11 the screen now on page 61 of the work product
12 notes, that is from -- unless I'm wrong, I believe
13 that's a direct quote from the engineer's report.
14 And I believe that the engineer's report sets out
15 that that's what he was told by Mr. Griffin during
16 his inspection.

17 Q Yes, thank you. And we can look at that
18 report as well. I was just confirming that, you
19 know, firsthand is when you see something like
20 when I walk out from my office, and I actually see
21 a car wreck happen in front of my office.

22 If the engineer is reporting this as a
23 supply line leak, he's having -- he's getting that
24 information from somewhere that is other than a
25 firsthand observation because it was no longer

1 leaking in January and February 2021. Can we
2 agree on that?

3 A Agreed.

4 Q Do you know if -- and my apologies. How do
5 you pronounce the engineer's last name?

6 A I'm going to say Florio (pronouncing), and
7 know that I'm wrong. I'm not sure. I don't know
8 the man at all. I've never spoken with him, so I
9 apologize. I just think it's Florio or Flirrio
10 (pronouncing).

11 Q He has been on my files before, so I should
12 know how to fully pronounce his name at this
13 point.

14 Do you know if Mr. Firriolo is a
15 licensed plumber or if he works under the license
16 of a licensed plumber in Tennessee?

17 A I don't know.

18 Q Okay. There was one other thing I noted
19 from these claim notes that I wanted to ask about.
20 There was one -- I'm on page 13 of 41. This
21 refers to check -- or yeah, different people in
22 their roles as it relates to this claim. The one
23 at the top is AFX Research, LLC.

24 Do you know who this is and what they
25 did in this claim?

1 A Yes. AFX is a title search company, and
2 they would have been employed in this claim. This
3 would have been a request by Adjuster Johnson to
4 have them do a title search confirming the
5 ownership, you know, the interest on the property.
6 My understanding is that that stemmed from -- I
7 believe Mr. Griffin had referenced the purchase of
8 the home being in close proximity to the loss, and
9 the policy was, I believe, in its first 30 days.
10 So the title search -- AFX would have completed a
11 title search on behalf of American Select to
12 confirm the interests.

13 Q Got it. Thank you.

14 Mr. Hall, I -- for full transparency,
15 I'm on page 9 of 15 of my outline. I know you've
16 graciously been going for 90 minutes. Are you
17 okay to keep going? Or would you like to take a
18 break?

19 A I'm okay. Unless someone else needs to take
20 a break, we can continue.

21 MS. FISHER: Mr. Tomkins? Ms. Gale?

22 MR. TOMKINS: Can we take just about a
23 10-minute break?

24 MS. FISHER: Yeah, absolutely. Do you
25 want to come back at 2:40?

1 MR. TOMKINS: Yeah, that would be
2 fine.

3 (Off the record.)

4 BY MS. FISHER:

5 Q Mr. Hall, I'm going -- I have a few more
6 questions from the documents that were produced as
7 part of discovery that I'd like to go through with
8 you, and you can just answer them to the best of
9 your ability.

10 There were some photos that were
11 provided in the claim file. I have titled them
12 "8-Griffin Preferred photos." I'll share my
13 screen with you now. It's seven pages. It's a
14 photo sheet with J.H. Allen Company listed on it.

15 Do you -- do you know who took these
16 photos?

17 A My understanding is that the inspection by
18 the John H. Allen Company was done by Phillip
19 Allen. And I make that statement based on the
20 estimate that was prepared and the -- some file
21 discussions between the adjuster and he. But it's
22 my understanding that these were photos that would
23 have been taken during the inspection of the home
24 by the Allen Company.

25 Q Okay. That was my assumption as well, but

1 thought I'd ask you in case you had any greater
2 institutional knowledge than I did.

3 And here's one photo on page 7 of 7
4 that is -- well, hang on. Yeah, we can look at
5 this one. Does this photo on page 7 that I'm
6 screen sharing with you that shows the floor
7 insulation -- and you may or may not be
8 particularly familiar with materials used in
9 plumbing drainage systems, but does this photo
10 appear to show both cast iron pipe and PVC?

11 A Well, it does show both types of materials.
12 The white piping material -- the solid white that
13 we see in the top photo is schedule 40 PVC, and
14 that particular line that we're looking at right
15 there would be part of what's called the DWV
16 system of this home.

17 The black and white piping that we see
18 is actually -- it's undetermined, you can't
19 determine from this photo, but that is black
20 insulation, and then it is then taped with white
21 tape. And then behind that pipe, which we see a
22 pipe going in a vertical manner, that is the main
23 drain line to what I would strongly believe to be
24 the commode going up through the floor to the
25 commode where your hand is right now, and that

1 appears to be a cast pipe, what I think folks have
2 been referring to today as cast iron pipe.

3 Q Okay. And I see 14 photos that were
4 provided as this photo sheet from the
5 John H. Allen Company, and we believe they were
6 taken by Phillip Allen. Do you know if Phillip
7 Allen took any videos when he was at the Griffins'
8 home?

9 A I do not know if he took any video. I would
10 presume if he had, we would have that video, and
11 we don't, so I'm going to suggest that there is no
12 video. But I -- what I do know is that these
13 photos are the same photos that I've seen,
14 Attorney Fisher, in the claim file.

15 Q Do you know if Phillip Allen is a licensed
16 plumber or if he works under a plumber who's
17 licensed in the state of Tennessee?

18 A I don't know the answer to that. I don't
19 know if he's a licensed plumber.

20 Q There's a document that I've provided in the
21 link in advance of today that's an e-mail that's
22 titled "Response to the attorney loss is covered."
23 This was provided in the claim file. I'll share
24 it -- oh, my apologies. Those photos, I'd like to
25 mark those as exhibit to your deposition.

1 I believe it's Exhibit 4; is that
2 correct, Ms. Gale?

3 DEPOSITION OFFICER: Yes.

4 MS. FISHER: Since we've talked about
5 them, we'll go ahead and make sure they're marked.

6 (Marked Exhibit 4.)

7 BY MS. FISHER:

8 Q All right. I'm sharing this e-mail that was
9 provided in the document production by your
10 attorney as part of the discovery in this case.
11 This is an e-mail from Jack Michael Johnson on
12 February 4, 2020. So this was shortly after the
13 claim was initially reported in December of 2019,
14 and it says, "According to our insureds, they
15 suffered a water loss as a result of an
16 overflowing drain line. The leak was determined
17 to be in a joint where a plastic pipe is inserted
18 into a cast iron pipe below the subfloor in the
19 crawlspace, according to the insured. The
20 insured's brother sealed the joining where the two
21 pipes join together to correct the problem.
22 Accidental discharge or overflow of water is a
23 covered loss. Thank you, Michael."

24 Did I read that correctly?

25 A You did.

1 Q And Michael Johnson, when describing a water
2 loss, he refers to "a water loss as a result of an
3 overflowing drain line"; correct?

4 A Result of an -- yes.

5 Q And then a plumbing system, I guess, we'll
6 just say for a residential property because I
7 suppose commercial properties can get infinitely
8 more complex even though it comes down to the same
9 thing.

10 But for a plumbing system, you have
11 supply lines, which bring water into a home, and
12 then you have drain lines, which take away
13 wastewater from sinks, dishwashers, washing
14 machines, bathtubs, showers, commodes. Is that a
15 fair understanding or a fair restatement of how
16 plumbing systems are usually set up in a
17 residential property?

18 A In simplest terms, yes.

19 Q So when someone like Michael Johnson in
20 February 2020 is referring to the water loss as
21 being a result of an overflowing drain line, he's
22 clearly referring to a drain line that's draining
23 water and waste away from the property as opposed
24 to a supply line; is that fair to say?

25 A Based on this note, I believe that would be

1 fair to say.

2 Q Mr. Johnson, you said, has been doing this
3 for over 20 years, and he certainly knows the
4 difference between a drain line and a supply line;
5 right?

6 A I believe he does.

7 Q And here, too, he mentions a plastic pipe
8 inserted into a cast iron pipe. We saw in the
9 picture you and I just looked at in Exhibit 4 both
10 plastic pipe and cast iron pipe in the crawlspace
11 under the insured's home; is that correct?

12 A We did.

13 Q And then following Michael Johnson's e-mail
14 of February 2020 in which he says accidental
15 discharge or overflow of water is a covered loss,
16 American Select, in fact, did issue payment to the
17 insureds because this was a covered loss; right?

18 A The accidental discharge, yes, was covered,
19 and I believe in mid-February, an estimate and
20 check were compiled for the accidental
21 discharge-related damages, yes.

22 Q Okay. All right.

23 Let's look now at the -- what is
24 referred to as a claim determination letter. So
25 the document I provided to you is in the folder I

1 provided in advance of today. It's "5-2021.03.17
2 Claim Determination." And I'll share my screen.

3 And this is a letter from Westfield
4 sent by e-mail to -- it actually says The National
5 Law Firm, which I don't know what that is. But I
6 think it means The Nation Law Firm, which we
7 discussed earlier today, is part of Morgan &
8 Morgan. This is a six-page letter signed by
9 Michael Johnson, or it has his signature block at
10 the end.

11 Have you seen this coverage letter
12 before, Mr. Hall?

13 A I have.

14 Q Okay. Let's go ahead and mark this
15 Exhibit 5 since we've been talking about it.

16 (Marked Exhibit 5.)

17 BY MS. FISHER:

18 Q It looked to me in the file like Mr. Johnson
19 consulted with his supervisor, Mr. Boose, prior to
20 finalizing this letter; is that your understanding
21 as well?

22 A It is.

23 Q Do you know if anyone else at American
24 Select assisted Mr. Johnson or assisted on the
25 language or the determination of this letter prior

1 to sending it to the Griffins?

2 A I don't know for certain. I don't see that
3 other people were consulted in the claim file. So
4 from the claim file, I see no other people
5 involved, but I don't know for certain.

6 Q Okay. I'm happy to scroll through, but does
7 this -- this appears to be a true and correct copy
8 of the final version of the letter that was sent
9 to The Nation Law Firm?

10 A I believe it is a correct copy.

11 Q Okay. I'm going to direct our attention to
12 page 2 of 6 -- the bottom of page 2 of 6, and I'll
13 go ahead and highlight it. I'm going to read it
14 and then ask you a question about it.

15 It says, "Based on our investigation,
16 American Select feels that the insured has been
17 fully compensated for repairs necessary to the
18 bathroom as a result of the water leak which
19 occurred on or about July 26, 2019. Our prior
20 estimate and subsequent payment included costs to
21 replace the vinyl flooring, underlayment, vanity,
22 and insulation, as well as repair the hardwood
23 flooring in the hallway outside the bathroom.
24 These damages exceed the scope of damages
25 determined by the engineer to be a result of the

1 commode supply line leak. Therefore, no further
2 consideration will be given the damages in the
3 bathroom outside any potential recoverable
4 depreciation based on our original estimate that
5 may be presented at the time the repairs are
6 completed and proper supporting documentation is
7 submitted."

8 Did I read that correctly?

9 A I believe you did.

10 Q And to the best of your knowledge, is this
11 still American Select's position regarding
12 coverage for this claim?

13 A Is this still an accurate reflection of our
14 coverage decision on the claim?

15 Q Yes.

16 A Well, I believe it's an accurate description
17 of the coverage decision that was made on the
18 claim. I think that I would suggest that
19 discovery to date continues to support the outcome
20 of this decision, but we've learned some things
21 that may suggest that there are differences in
22 where this water may or may not have come from.

23 Q All right. And so, I guess I'll just go
24 ahead and address the issue I've very clearly been
25 asking you questions about today.

1 If it's determined that the water loss
2 that was reported was indeed from a drain line, as
3 Michael Johnson stated in his e-mail of
4 February 2020, and as it appears other
5 documentation indicates, would that -- does that
6 change American Select's determination regarding
7 coverage in this claim?

8 A I think that whether the water came from the
9 drain that's been referenced as a drain, and I'll
10 take it upon myself to say the only drain that's
11 there at the floor is the commode. You may argue
12 with me in that regard, but for the sake of what's
13 been presented and what has been made available to
14 me, it's the commode. And so whether the commode
15 overflowed at the floor or from the commode itself
16 or a supply line leaked, while the causes of those
17 things, the leak, whether it was from the drain or
18 from a supply line, while the cause may well be
19 excluded, the accidental discharge of water is
20 covered.

21 So whether it was the drain line to
22 the commode or the supply line, the coverage
23 decision in regards to accidental discharge, the
24 accidental water damage, the water damage is
25 covered as Westfield -- American Select had

1 determined, and the payment for those damages
2 would be, in fact, covered under the policy
3 whether it was the supply line or the drain. If
4 water emulated from one or the other, the
5 resulting water damage, then the accidental
6 discharge is covered, as American Select
7 determined in this case.

8 Q This leads in very well. Let's look at the
9 policy. So the certified policy was provided in
10 advance of your deposition. The document is
11 titled "6-Certified policy." It's an 87-page PDF
12 document with a certification on the front page.
13 Bear with me one moment. I'll share my screen in
14 just a minute.

15 I'm sharing with you the policy that
16 was issued to Billie and William Griffin. It
17 says, "Date of Loss: July 26, 2019." And on the
18 certification page, it says the policy period is
19 July 2, 2019, to July 2, 2020. I am happy to
20 scroll through this. Or you can look through it
21 if you have your own version, your own PDF of it
22 pulled up. But does this appear to be an accurate
23 copy of the certified policy that was in place at
24 the time of loss?

25 A Yeah. Based on the certification page that

1 you're showing me, Attorney Fisher, I would say
2 that this is an accurate certified policy.
3 Without looking at every page, of course, I can't
4 guarantee it, but this appears to be the
5 certified, yes.

6 Q Understood. Let's go ahead and make this
7 Exhibit 6 just so it's clear to the record since
8 I'm asking you questions about it.

9 (Marked Exhibit 6.)

10 BY MS. FISHER:

11 Q Do you dispute that this policy was in place
12 on the date of loss, July 26, 2019?

13 A No. It's my understanding the policy was,
14 in fact, in force.

15 Q Let's look at page 38. This section shows
16 which perils are insured against. At the very top
17 here, it says, "We insure against direct physical
18 loss to property described in Coverages A, B, and
19 C." And then, under that, it says, "We do not
20 insure, however, for loss," and then it lists a
21 series of exclusions.

22 Did I read those first two sentences
23 correctly?

24 A You did. I would just qualify that it
25 identifies the section to be exclusions, but then

1 it goes on to list noncovered perils. The
2 listings here are not the exclusions. Number 1
3 references policy exclusions and number 2 actually
4 references causes that are not covered under the
5 policy.

6 Q Yes. Thank you. I appreciate that,
7 Mr. Hall.

8 Would you agree with me that this is
9 not a named perils policy? So by that, I mean
10 this isn't a policy that says we only cover these
11 seven kinds of loss: fire, vandalism, windstorm,
12 hail? Would you agree with me that this certified
13 policy issued to the Griffins that we're looking
14 at now is not a named perils policy?

15 A It is not a named perils policy.

16 Q And then would you agree with me that
17 instead, this is what's often referred to as an
18 all-risk or an all-perils policy, which means that
19 a direct physical loss to a property is covered
20 unless it's otherwise excluded by the language in
21 the policy?

22 A Yeah. I would not agree that this is an
23 all-risk policy. What I would agree to is that
24 this is a policy that covers direct physical loss
25 of property subject to exclusions, perils not

1 insured against, which is the section that you've
2 taken me to today, as well as other terms and
3 conditions. But I would not refer to this as an
4 open perils policy. I would refer -- or excuse
5 me, I would not refer to this as an all-risk
6 policy. I would refer to it as an open perils
7 subject to exclusions, limitations, terms, and
8 conditions.

9 Q Okay, open perils. Thank you.

10 All right. And simply because we've
11 been talking about it today, another thing I want
12 us to look at while we're here on page 38 and 39
13 is -- I believe this is a sort of interesting
14 exception to an exclusion.

15 So we just read page 38. At the top,
16 it says, "We insure against direct physical loss
17 to property described in Coverages A, B, and C.
18 We do not insure, however, for loss: Under
19 Coverages A, B, and C:

20 1. Excluded under Section II exclusions, or
21 2. Caused by:" And then if you look over to
22 Section e, "any of the following: wear and tear,
23 marring, deterioration, mechanical breakdown,
24 latent defect, inherent vice, or any quality in
25 property that causes it to damage or destroy

1 itself; 3. smog, rust, or other corrosion or dry
2 rot."

3 I'll direct your attention to page 39,
4 and then in the middle of the left column, it
5 says, "Exception to 2.e." So we were just reading
6 2.e. "Exception to 2.e: Unless this loss is
7 otherwise excluded, we cover loss to property
8 covered under Coverages A, B, or C resulting from
9 an accidental discharge or overflow of water or
10 steam from within: (i) storm drain or water,
11 steam, or sewer pipe off the residence premises;
12 or (ii) plumbing, heating, air conditioning, or
13 automatic fire protection sprinkler system or
14 household appliances on the residence premises.
15 This includes the cost to tear out and replace any
16 part of a building or other structure on the
17 residence premises, but only when necessary to
18 repair the system or appliance. However, such
19 tear out and replacement coverage only applies to
20 other structures if the water or steam causes
21 actual damage to a building on the residence
22 premise."

23 And after that, it says, "We do not
24 cover loss to the system or appliance from which
25 this water or steam escaped."

1 It says, "For purposes of this
2 provision, a plumbing system or household
3 appliance does not include a sump, sump pump, or
4 related equipment or roof drain, gutter,
5 downspout, or similar fixtures or equipment."

6 Did I read that correctly?

7 A I believe you did.

8 Q So am I correct in understanding that
9 Section 2.e lists exclusions, and then there's
10 this exception to the exclusion that we find on
11 page 39 that covers the cost to tear out and
12 replace any part of the building or other
13 structure on the residence premises but only when
14 necessary to repair the system or appliance; is
15 that correct?

16 A As it respects to an accidental discharge.

17 Q And in the Griffins' case, there was an
18 accidental discharge of water, and it was a
19 covered loss; right?

20 A There was an accidental discharge of water,
21 and the damages from the water were covered as we
22 spoke earlier and paid for in full.

23 Q Let's look at American Select's discovery
24 responses. Let's look at the Requests for
25 Admission, so that's going to be "3-Responses to

1 RFA from Plaintiff." That's the name of the PDF I
2 shared with everyone in advance of your deposition
3 today. It's a four-page PDF document.

4 Have you reviewed American Select's
5 responses to their Requests for Admission in this
6 case?

7 A Not in recent time, but I'm familiar with
8 the requests that you have up.

9 Q Okay. Let's go ahead and make this
10 Exhibit 7 to your deposition.

11 (Marked Exhibit 7.)

12 BY MS. FISHER:

13 Q Request for Admission Number 2 says,
14 "American Select inspected the Property prior to
15 issuing the Policy. Admit or Deny." And the
16 response there is "Deny."

17 Did I read that correctly?

18 A You did.

19 Q Is that your understanding after having
20 reviewed the underwriting file as well, that there
21 was no in-person inspection of the property prior
22 to the issuing of the policy?

23 A That is my understanding.

24 Q And I think we've already covered this, but
25 while I have this pulled up, I think I'll just go

1 ahead and ask you.

2 Request for Admission Number 4, on
3 page 2 of 4, says, "The Property sustained direct
4 physical damage caused by water while the Policy
5 was in full force and effect (the "loss"). Admit
6 or Deny."

7 It says, "Admit, however, it appears
8 to have been limited to damage to the vinyl
9 flooring in the bathroom."

10 Did I read that correctly?

11 A You did.

12 Q And I think we've already gone over this,
13 that you agree that the dwelling sustained direct
14 physical damage caused by water while the policy
15 was in full force and effect; right?

16 A That's correct.

17 Q All right. Then there are a number of
18 questions that get to this next point, but I'll
19 ask you just about one of them because I think
20 I'll get the response I need.

21 So Request for Admission Number 5
22 says, "American Select was notified of the loss
23 pursuant to the terms and conditions of the
24 policy. Admit or Deny."

25 And the response is, "Deny."

1 Did I read that correctly?

2 A You did.

3 Q And is it American Select's position that
4 they were not notified of the loss pursuant to the
5 terms and conditions of the policy because of the
6 policyholder's delay in reporting the loss in
7 December when the loss occurred in July?

8 A In part, yes. This loss was first reported
9 in mid-December, and the reported date of loss was
10 in late July, so that certainly is not a prompt
11 notice of the loss.

12 Q Are there any other ways in which the loss
13 was not reported pursuant to the terms and
14 conditions of the policy other than not being
15 reported promptly?

16 A Can you rephrase your question? I want to
17 make sure I understand.

18 Q Yeah. Are there any other ways that you can
19 think of while we're speaking today that American
20 Select is saying the insureds did not follow the
21 terms and conditions of the policy in terms of how
22 they reported the loss?

23 A I can't think of any as I sit here today
24 beyond the late notice.

25 Q I was going to ask you about the

1 Interrogatories, but the only one is the question
2 about the inspection, and we've already gone
3 through that.

4 So it doesn't sound like American
5 Select is claiming that there was preexisting
6 damage to the insured's dwelling as of the date of
7 loss. Am I correct in that understanding?

8 A In respect to the covered loss, no, I
9 would -- I'm not aware of any preexisting damage
10 based on the evidence that's available to me.

11 If I may add, Attorney Fisher, in that
12 answer in respect to the covered loss. As I said,
13 in respect to the claimed loss, what is being
14 claimed, the cast pipe system, based on the
15 information that's been submitted to us, there are
16 any number of reasons why the cast system itself
17 is not covered, and those would be preexisting
18 conditions to the extent that they're due to wear
19 and tear, deterioration, and obsolescence, et
20 cetera.

21 But my answer is, in regard to the
22 covered loss, there's no indication of preexisting
23 condition in the areas save the engineer's
24 reference to the cabinet. The vanity that
25 Westfield's adjustment included, the engineer

1 disagrees that that damage is related to -- was
2 related to water. He relates that, I believe, and
3 I can look at the report, but to be a
4 deterioration-type condition, an age and wear
5 condition. That would be preexisting.

6 Q Understood. Thank you.

7 And when we were reading a few minutes
8 ago on page 38 and 39 of the certified policy
9 issued to the Griffins that was in place on the
10 date of loss, we see pretty clearly there exactly
11 the things that you might expect to see in a cast
12 iron pipe system listed in exclusion to e: rust,
13 corrosion, deterioration, inherent vice.
14 And there's that narrow exception to the exclusion
15 provided on the following page that details when
16 tear out coverage might be granted as an exception
17 to that excluded loss. Would you agree with me?

18 A I'm trying to understand your question. I
19 think what you've asked me is do I agree that
20 there are exclusions applicable to the cast pipe,
21 and while, as I qualified my answer a moment ago,
22 the cast pipe was not damaged in this -- there's
23 no -- there's not a damage claim -- claim as I
24 understand it is that the cast pipe is being
25 claimed as it needs to be replaced.

1 The cast pipe -- there was no -- this
2 claim's reported in December. There's no leak.
3 The cast pipe isn't leaking. The cast pipe was
4 continued to be used, and my understanding is it's
5 still being used today. So there hasn't been a --
6 I'm struggling a bit in that the cast pipe -- I
7 don't know that any loss occurred as a result of
8 the cast pipe. What we have was either a
9 discharge from a drain or a release of water from
10 a supply line.

11 Q And cast iron pipe is one of the materials
12 that is used in the drain line from the commode in
13 the Griffins' house; right?

14 A Yes, it is. There was no cast pipe replaced
15 in regard to this claimed loss.

16 Q Correct. It has not been replaced, that is
17 correct. But it's --

18 A And I think --

19 Q I'm sorry. I don't mean to get us too in
20 the weeds here. I'll let you finish answering.

21 A Well, I think what I would add is I agree
22 that it has not been replaced as part of the
23 claim. There was no -- at the time the claim was
24 presented, the leak had already been stopped. If
25 the information has been reported correctly,

1 there's no ongoing water infiltration at the home.
2 The resulting water, the accidental discharge, has
3 been covered.

4 When you ask me about the pipe, I
5 guess I'm at a loss. The pipe wasn't damaged by
6 the accidental discharge. The pipe was repaired
7 by the -- some plumbing act by the Griffins'
8 family member. That repair was made without the
9 exception that you just referred to as the -- I
10 believe you said it was a limited exception. I
11 don't understand the reference or the question
12 that you asked and how that plays to the pipe.
13 I'm at a loss in that nobody -- there was no tear
14 out required to get to any pipe. The repair was
15 made to the system. It was not leaking, and
16 again, as I know as we sit today, it's not
17 leaking. So maybe I misunderstood -- I apparently
18 have misunderstood your question.

19 Q Yeah. And happy to discuss this further,
20 but I don't think this is a question to pose to
21 you currently right now.

22 A Okay. Understood.

23 Q So this morning, I received a copy of the
24 Griffins' application for insurance. So let me
25 bring that up. I just have a question or two to

1 ask you.

2 So, Ms. Gale, I will e-mail you a copy
3 of this.

4 Q It's a PDF document titled "Griffin App."
5 It's seven pages. I'll share it on the screen
6 right now as well.

7 Mr. Hall, you mentioned that you
8 looked over the underwriting materials in advance
9 of your deposition today. Is this one of the
10 documents that you had the opportunity to review?

11 A It is. I am familiar with this particular
12 document.

13 Q All right. Go ahead and make this
14 Exhibit 8.

15 Is that correct, Ms. Gale?

16 DEPOSITION OFFICER: Yes.

17 MS. FISHER: All right. We'll make
18 this Exhibit 8.

19 (Marked Exhibit 8.)

20 BY MS. FISHER:

21 Q And on page -- so on page 3 of 7, there's a
22 notation on this page, and I'll highlight it.

23 It says, "The water supply lines are
24 copper, PEX, or CPVC."

25 Did I read that correctly?

1 A You did.

2 Q All right. Copper's pretty

3 self-explanatory. What's PEX?

4 A It's -- in the, I guess, plumbing

5 environment or the weekend warrior environment,

6 PEX is pronounced as "pecks," and I won't pretend

7 to know the scientific name of these particular

8 materials. But you will -- if you go to any

9 Lowe's or Home Depot, you will see PEX in a

10 variety of colors. It's plastic pipe, but it is a

11 particular type of plastic pipe. So it is

12 commonly used -- in today's environment, it's

13 probably as or more commonly used than copper.

14 But it is a plumbing material for supply lines --

15 well, generally, largely used in supply lines, hot

16 and cold water supply lines.

17 Q Okay. And then the next thing there is

18 CPVC. Is that also a type of plastic pipe?

19 A Yeah. It's a particular type of PVC pipe,

20 plastic pipe. It's not just a plastic material,

21 but it is different than PEX. It's going to be a

22 harder, more rigid material than PEX. PEX can be

23 snaked through -- PEX is very -- it's almost like

24 a hose, whereas CPVC isn't quite as flexible as

25 the PEX product.

1 Q So if the water supply line, as noted on the
2 Griffins' application for insurance, is copper,
3 PEX, or CPVC, then we can say with some confidence
4 that the water supply lines are not composed of
5 cast iron pipe; is that fair to say?

6 A I'll -- to answer your question, I think I
7 have to answer you fully. What you're looking at
8 are the eligibility questions that are part of the
9 application process. And so what you've pulled
10 up, by marking that box that the home is older
11 than 35 years, these dropdowns occur so that the
12 policyholder can report what type of plumbing --
13 what type of electrical, what type of plumbing is
14 there.

15 So what I can say is what the Griffins
16 reported by the markings here is that their supply
17 lines were either copper, PEX, or CPVC. That's
18 what was reported by Mr. and Ms. Griffin.

19 Q It got it.

20 Did you see anything in the photos
21 taken by John H. Allen Company or the EFI engineer
22 or the individuals hired by Morgan & Morgan that
23 indicate the water supply lines were made of any
24 different materials than those reported in the
25 application for insurance?

1 A I honestly can't answer that. If you
2 recall, when you showed me a particular
3 photograph -- maybe it was Photo 14 from the John
4 Allen report -- there was a pipe I pointed out
5 that had black insulation on it and white tape.
6 That, in my experience, is going to have been a
7 supply line that was insulated. I have no idea
8 what's behind that insulation. Could it be one of
9 these materials? It could be. Could it be a
10 different material? I can't guess what's behind
11 that.

12 Q Okay. I'm rounding the corner, so unless
13 your attorney has a lot to go over, I think I just
14 have one more document, I believe, to ask you
15 about.

16 This morning I was provided a Word
17 document titled "Underwriting guidelines." I'll
18 share it with you, but I don't think you'll need
19 to reference it. But I'll share it with you so
20 you can if you need to.

21 Are you familiar with these
22 underwriting guidelines?

23 A I made myself familiar with this particular
24 document in order to be as responsive as possible
25 during today's deposition, yes.

1 Q Okay. We'll go ahead and make this
2 Exhibit 9 to your deposition.

3 (Marked Exhibit 9.)

4 BY MS. FISHER:

5 Q I didn't see anything in this document that
6 required an on-site inspection in order to issue a
7 policy of insurance to the Griffins. Did you?

8 A In this document, is there -- I want to make
9 sure I understand you.

10 Is there anything in this document
11 that says there needs to be an on-site inspection?

12 Q Correct. That's my question.

13 A I'm not familiar with anything in this
14 document that requires an on-site inspection.

15 Q Okay. And I didn't see anything in this
16 document that required a reporting of the age or
17 the materials of a plumbing drainage system.

18 Are you aware of anything in the
19 underwriting guidelines or application that would
20 require the reporting of the age or material of
21 the plumbing drainage system?

22 A I'm not familiar with a requirement of that
23 nature.

24 Q All right. Anything you recall that you
25 didn't recall when I asked you earlier?

1 A No, I don't think so, Attorney Fisher. I
2 don't believe so.

3 Q All right. We'll reserve the right to
4 reopen your deposition for the limited purpose to
5 ask you questions about any supplemental discovery
6 that's provided. I don't think there will be a
7 need to do that, but I'm just making my record of
8 it. If needed, if so, it would probably be very,
9 very limited in scope to either there was a
10 question about the documents that were provided
11 this morning because I haven't had a chance to
12 fully review them; although, I don't think I have
13 questions about them, or anything provided after
14 your deposition today.

15 I'll now turn you over to Mr. Tomkins
16 to see if he has any questions.

17 MR. TOMKINS: Just for the record, if
18 there is supplemental discovery provided, we'll
19 certainly consider any requests to further depose
20 Mr. Hall or the appropriate company
21 representative.

22 As to any documents provided today, we
23 would not agree. Those were asked for pursuant to
24 the Rule 30 to be produced today. So to the
25 extent that there's any issue regarding the review

1 of those prior to the deposition, that would not
2 be a basis for redeposing Mr. Hall or a company
3 representative.

4 And I do not -- the words everybody
5 wanted to hear -- I do not have any questions.

6 MS. FISHER: All right. I think we
7 can go off the record now.

8 (Off the record.)

9 (WHEREUPON, the deposition concluded at
10 3:23 P.M.)

STATE OF TENNESSEE)
)
) SS
)
 COUNTY OF SUMNER)

I, Katherine Gale, a Licensed Court Reporter and Notary Public within and for the State at Large, do hereby certify that the foregoing was taken at the place set forth in the caption thereof; that the proceedings of said were stenographically reported by me in shorthand; and that the foregoing pages constitute a true and correct transcription of said proceedings to the best of my ability.

I further certify that I am neither a relative nor employee nor attorney nor counsel of any of the parties to this action, and that I am neither a relative nor employee of such attorney or counsel, and that I am not financially interested in the outcome of this action.

WITNESS MY SIGNATURE this 17th day of October, 2022.

Katherine Gale

Katherine Gale, CSR, RPR, LCR #420
 LCR Expires: 06/30/2024
 Notary Public at Large,
 State of Tennessee
 My Commission Expires: January 31, 2024



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AMENDMENT SHEET

I, the undersigned, DOUGLAS HALL, do hereby
certify that I have read the foregoing examination
and that, to the best of my knowledge, said
deposition is true and accurate with the exception
of the following corrections listed below:

PAGE /	LINE /	SHOULD HAVE BEEN
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Date DOUGLAS HALL

Sworn to and Subscribed before me, this _____ day
of _____, 20____.

Notary Public My commission expires